

Section 102(e) Rejection:

The Office Action rejected claims 1-44 under 35 U.S.C. § 102(e) as being anticipated by Andrews (U.S. Patent 6,285,986). Applicant asserts that claims 1-44 are not anticipated by Andrews for at least the following reasons.

The cited art fails to anticipate, teach, or suggest “detecting an issuance of a commitment to purchase with associated terms for said product or service being purchased by a purchaser using an Internet web site; **in response to said detecting, making an offer to said purchaser to accept or reject a contract for negotiating said improved terms within a specified time**,” as recited in claim 1. Andrews teaches a bundle system wherein members are able to view, select, and purchase bundles generated and posted by the bundle vendors. Andrews, abstract. When vendors enter products that are available to be included in bundles, vendors may indicate whether they are willing to negotiate terms such as price or quantity if the vendors’ products/services are reviewed and chosen for inclusion within a bundle. Andrews, col. 8, lines 9-10 and 42-44. However, this indication of a willingness to “negotiate” with a bundle vendor about the price or quantity of a product/service when the product/service is selected for inclusion in a bundle neither teaches nor suggests “**offering a purchaser a contract for negotiating said improved terms**” “**in response to detecting an issuance of a commitment to purchase,**” as recited in claim 1.

Similarly, **Applicant again respectfully notes that** Andrews teaches “a bundle vendor who is generating a bundle [may] notify members of the bundle system and obtain feedback and information from the members regarding the bundle. This allows the bundle vendor to make changes to the bundle to attempt to achieve more interest in the bundle.” Andrews, col. 11, lines 33-38. Members may be asked to indicate whether they will commit to purchasing the bundle. Andrews, col. 11, lines 50-55. The information for those members that will purchase the bundle is consolidated, and “it is then determined based on the number of members willing to purchase the bundle, if the bundle should be changed.” Andrews, col. 11, lines 56-64. While this shows that a bundle

vendor may make changes to a bundle based on customer demand, it fails to teach or suggest providing a purchaser with an offer to accept or reject a contract for negotiating improved terms for a product or service in response to detecting the purchaser issuing a commitment to purchase the product or service. Accordingly, Applicant respectfully submits that claim 1 patentably distinguishes over the reference.

Applicant again respectfully notes that with respect to claim 1, the cited art fails to anticipate, teach, or suggest “if said purchaser accepts said offer: conducting a search for said improved terms within said specified time; receiving said improved terms within said specified time; and executing said contract.” The portions of Andrews cited by the Office Action as teaching these features simply describe that a vendor may indicate whether *the vendor is willing to negotiate terms with a bundle vendor* if the vendor’s product/service is selected for inclusion in a bundle (col. 8, lines 45-67) and *that a user may search for and obtain information about products or services offered by a retail-oriented internet site* (col. 2, lines 37-48). This clearly fails to teach or suggest the features of claim 1.

Applicant respectfully reminds the Examiner that Anticipation requires the presence in a single prior art reference disclosure of each and every element of the claimed invention, arranged as in the claim. *Lindemann Maschinenfabrik GmbH v. American Hoist & Derrick Co.*, 221 USPQ 481, 485 (Fed. Cir. 1984). The identical invention must be shown in as complete detail as is contained in the claims. *Richardson v. Suzuki Motor Co.*, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989). As discussed above, Andrews clearly does not described the identical invention as recited in Applicant’s claims. Therefore, Andrews cannot be said to anticipate Applicant’s claimed invention.

Claims 14, 29, 41, and 44 are patentable over the cited art for similar reasons. Claims 2-13, 15-28, 30-40, 42 and 43 depend from claims 1, 14, 29, and 41. Therefore, these claims are patentable over the cited reference for at least the reasons given above.

With regard to claims 3-7, 16-19, and 32-34, the Office Action asserts that Andrews discloses the claimed detection of a commitment to purchase at column 1, lines 65-67 through column 2, lines 1-14. **Applicant again respectfully notes that** this portion of Andrews generally discusses the operation of websites and hyperlinks. No teachings or suggestions regarding detecting an issuance of a commitment to purchase are provided. Accordingly, the cited art fails to teach or suggest claims 3-7, 16-19 and 32-34.

Notice of Change of Correspondence Address:

With the previous amendment, Applicant also submitted a Notice of Change of Correspondence Address. Apparently this change was not noted by the Office since the present Office Action was mailed to the old, incorrect address. Applicant requests the Examiner to ensure that all future communications are mailed to the new correspondence address as follows:

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CONCLUSION

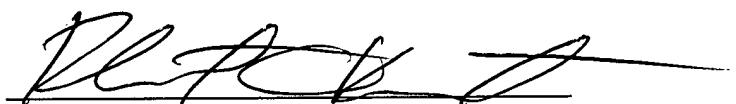
Applicant submits the application is in condition for allowance, and notice to that effect is requested.

If any extension of time (under 37 C.F.R. § 1.136) is necessary to prevent the above referenced application from becoming abandoned, Applicant hereby petitions for such extension. If any fees are due, the Commissioner is authorized to charge said fees to Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C. Deposit Account No. 501505/5596-00300/RCK.

Also enclosed herewith are the following items:

- Return Receipt Postcard
- Petition for Extension of Time
- Notice of Change of Address
- Fee Authorization Form authorizing a deposit account debit in the amount of \$
for fees ().
- Other:

Respectfully submitted,



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